

matsee

Please reply to:
P.O. Box 4506
Walnut Creek, CA. 94596
(415) 932-5245

RECORDATION NO. **15023** *A/15023-A*

AUG 11 1986 - 1 22 PM

INTERSTATE COMMERCE COMMISSION

August 7, 1986

Secretary
Interstate Commerce Commission
Washington, DC 20423

No **6-223A053**

Date **AUG 11 1986**

Attn: Mildred Lee

Fee \$ **30.00**

Dear Ms. Lee:

ICC Washington, D.C.

Enclosed please find three sets of the following documents
executed between Matsco, Inc. and Chrysler Capital Corporation:

- Promissory Note
- Security Agreement
- Rider to Security Agreement

Would you please file these documents with the ICC. File
copies should be returned to my attention at the above address.
Attached is a check for \$30.00 to cover the recording fees.

Thank you for your assistance regarding this matter. Please
call if you have any questions regarding the enclosed.

Yours very truly,

MATSCO

Matthew D. Shieman

Matthew D. Shieman
President

MDS/linn
(Enclosures)

cc: Kevin Donovan
Chrysler Capital Corporation

ICC OFFICE OF
THE SECRETARY
AUG 11 1 22 PM '86
MOTOR OPERATING UNIT

Counterpart - Linn Lilly



E. F. Hutton Credit Corporation

Now Known as

Chrysler Capital Corporation

E. F. HUTTON CREDIT CORPORATION

Account No.:

RECORDATION NO.

15023-15023

**RIDER TO SECURITY AGREEMENT PERMITTING
LEASING OF COLLATERAL TO THIRD PARTIES
(NOTIFICATION)**

AUG 11 1986 1:22 PM

The above-referenced Security Agreement between E. F. HUTTON CREDIT CORPORATION, as Secured Party, and Matsco, Inc.

as Debtor, dated _____, is hereby amended and supplemented by the following provisions:

"So long as Debtor is not in breach or default of this Security Agreement or any other duty or obligation now or hereinafter existing to Secured Party, Debtor may lease all or part of the Collateral in the regular course of its business at its usual rentals to bona fide third-party users, hereinafter called "Lessee(s)". Debtor shall notify Secured Party in writing of any such leasing and shall provide Secured Party with a full identification of the Collateral leased, a full identification of the Lessee(s), a full identification of the location of the Collateral, and a location report commencing on December 31, 1986 and continuing quarterly (monthly, quarterly, etc.) thereafter until the termination of each lease agreement.

"The consent to lease contained herein shall in no way be construed to be a consent to further assign, dispose, or otherwise hypothecate the Collateral without Secured Party's prior written consent.

"The consent to lease contained herein does not and shall not release or discharge Debtor from any liability under this Security Agreement and Debtor shall remain and shall be solely liable and responsible for the full performance and observation of all the provisions, covenants, terms, and conditions set forth herein. Debtor agrees that it shall continue to remit all payments and other sums and shall direct all notices, reports, requests, or other correspondence required by or relating to this Security Agreement to Secured Party. Debtor agrees that the contemplated lease(s) of the Collateral shall not, and is not, intended to disturb in any manner the relationship between Secured Party and Debtor as it existed prior to the leasing of the Collateral.

"The rental period for each lease agreement shall not be longer than any period of repayment of the indebtedness which this Security Agreement secures, be in a form approved by Secured Party and must provide that any assignee of Lessor shall not be obligated to furnish maintenance, repairs, service, insurance or otherwise. Each lease agreement shall contain a waiver by the Lessee(s) of any and all rights of set-off, defense, counterclaim, or crossclaim against any assignee of Lessor and shall provide that Lessee(s) shall affix and maintain an additional equipment marking, in form and medium satisfactory to Secured Party, upon the Collateral that shall indicate that the Collateral in its (their) possession is leased and is further subject to a security interest held by a Secured Party. Further, Lessee(s) shall not have the right to purchase the Collateral at any price and/or subsequently sublease or otherwise deal in or dispose of the Collateral without Secured Party's prior written consent. Debtor agrees to secure any instrument(s) executed by Lessee(s) for filing, recording, perfecting, or notifying of the interests of the Debtor upon request of, and as determined by, Secured Party."

"Debtor further agrees that each lease agreement shall contain the following provisions:

Any provision hereof to the contrary notwithstanding, this Lease, and the grant of any rights and privileges to the Lessee hereunder, are hereby made subject and subordinate to the right, title, and interest of E. F. HUTTON CREDIT CORPORATION under that certain Security Agreement dated _____ between E. F. HUTTON CREDIT CORPORATION, as Secured Party, and Matsco, Inc., as Debtor, a copy of which is attached hereto for reference. Accordingly, it is understood that Lessee acknowledges the collateral assignment of this Lease to Secured Party therein and further agrees and acknowledges that in the Event of Default (as defined in said Security Agreement) Secured Party may, at its option (1) require Lessee to remit all rental payments and other sums due under this Lease directly to Secured Party or (2) terminate this Lease. Lessee agrees to accept, and be unconditionally bound by, any and all notices received by it from Secured Party, even upon counter-notice by Lessor. Any conflict between any provision herein or in any amendment hereto, shall be resolved in favor of said Security Agreement.

"Debtor agrees whenever requested by Secured Party to immediately deliver to Secured Party all such leases and evidence of leasing the Collateral. Debtor shall make available, at the request of Secured Party, the Collateral for inspection during normal working hours.

"As further partial security for all indebtedness now existing or hereafter arising of Debtor to Secured Party, Debtor hereby assigns, transfers, sets over, and grants to Secured Party a security interest in all Debtor's right, title and interest in and to any and all present or future leases of Collateral and in all rentals and proceeds due thereunder. In the Event of Default (as defined herein) Debtor agrees that Secured Party shall have the right to receive and collect all rentals and other sums payable to or receivable by Debtor, and the right to make all waivers and agreements, to give all

notices, consents, and releases and to do any and all other things whatsoever which the Debtor is or may become entitled to do under any lease agreement. Any such determination and notice or notices by Secured Party shall be binding upon Debtor; and Debtor irrevocably authorizes, constitutes, and appoints Secured Party its true and lawful attorney-in-fact coupled with an interest with full power (in the respective name of Debtor or otherwise) to do any and all acts which Secured Party is authorized to do under and pursuant to the terms of this Rider, including but without limitation, the power to give notice or notices to Lessee(s) and endorse any checks or other instruments or orders in connection herewith. After breach or default by Debtor under this Security Agreement, Debtor hereby agrees that all proceeds of the Collateral, all leases of the Collateral, and all evidence of leasing shall be the property of Secured Party and if held or received by Debtor, shall be held in trust by Debtor for the use and benefit of Secured Party.

"So long as Debtor is not in breach or default under this Security Agreement, or any other duties or obligations to Secured Party, Secured Party shall not exercise its rights pursuant to the assignment contained herein.

"Debtor hereby agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless Secured Party, and its respective successors, assigns, legal representatives, agents, and servants, from and against, any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses, or disbursements (including legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against Secured Party, or any of its respective assigns, legal representatives, agents and servants (whether or not also indemnified against by any other person), in any way relating to or arising out of this Security Agreement and/or the performance or enforcement of any of the terms hereof, or in any way relating to or arising out of the manufacture, purchase, acceptance, rejection, return, lease, ownership, possession, use, condition, operation, sale or other disposition of the Collateral or any accident in connection therewith (including, without limitation, latent and other defects, whether or not discoverable). All of Secured Party's rights and privileges arising from the indemnities contained herein shall survive the expiration or other termination of any lease contemplated hereby; and said indemnities are expressly made for the benefit of, and shall be enforceable by Secured Party, and its respective successors and assigns.

"Debtor shall, at all times while this Security Agreement is in effect, maintain and insure the Collateral or cause it to be maintained and insured, and shall furnish to Secured Party appropriate evidence of the insurance coverage, carried pursuant to and in accordance with the maintenance and insurance standards set forth in this Security Agreement.

"To perfect the security interest of Secured Party in any lease or evidence of leasing, Debtor shall promptly deliver possession thereof to Secured Party; and Debtor further agrees that at any time and from time to time, upon the request of Secured Party or any subsequent assignee, to promptly and duly execute, deliver, file, and record any and all such further instruments and documents as Secured Party shall request in order that Secured Party, or any subsequent assignee, shall receive the full benefits of the assignment contained herein and of the rights and powers herein granted.

"Debtor hereby represents and warrants that the Collateral, when installed at any new location under any lease agreement, shall continue to be personal property under applicable law, and Debtor further agrees that each lease agreement shall contain a provision whereby Lessee(s) shall represent and warrant same. Debtor shall take all action which Secured Party may request to confirm to Secured Party that the Collateral will continue to be free and clear of all liens, charges, or encumbrances other than the rights of Secured Party under this Security Agreement and the rights of Lessee(s) under any lease agreement.

"After breach or default, Secured Party may at any time or from time to time in addition to all remedies available in law and equity, and hereunder, and under the Uniform Commercial Code, sell any or all leases and evidence of leasing in whole or in part, for cash or otherwise, at public or private sale, and Secured Party may purchase in whole or in part at any public or private sale. Such sales may be held at the same or at different times and places than the sale or other disposition of the Collateral after default under this Security Agreement, if any, and each such sale may be of Collateral and leases or Collateral or leases.

"Upon payment and satisfaction of Debtor's obligations hereby secured, Secured Party's right pursuant to this Rider shall automatically terminate."

Except as herein modified and supplemented, the Security Agreement between the parties shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this RIDER TO SECURITY AGREEMENT as of the _____ day of _____, 19_____.

E. F. HUTTON CREDIT CORPORATION
Secured Party

By: [Signature]
Title: Area Manager

MATSCO, INC.

(Type name of Debtor if not an individual; Signature of Debtor if individual)

By: [Signature]
Title: PRESIDENT

Attest/Witness:

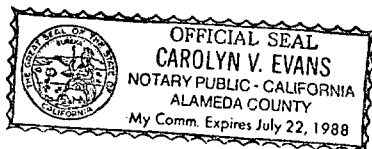
[Signature]

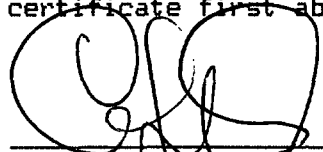
STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

ss.

On this 31st day of July 1986, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared MATTHEW D. SHIEMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Lease Agreement as president on behalf of MATSCO, INC. and acknowledged to me that the corporation executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.





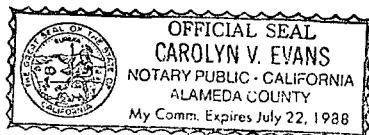
Notary Public
State of California

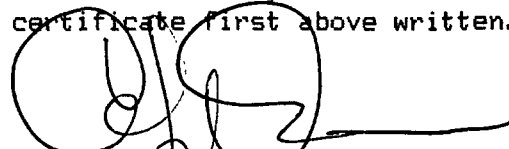
STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

ss.

On this 31st day of July 1986, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared KEVIN D. DONOVAN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Lease Agreement as Area Manager on behalf of CHRYSLER CAPITAL CORPORATION and acknowledged to me that the corporation executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.





Notary Public
State of California